

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS SECOND AMENDMENT TO THE AGREEMENT FOR STORM-WATER QUALITY INFORMATION SYSTEM, APPLICATION, TECHNICAL SUPPORT AND PROFESSIONAL SERVICES (the "Second Amendment") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** (the "City"), a municipal corporation, and **IDEA INTEGRATION CORP.** ("Contractor"), a Florida corporation doing business in Texas.

BACKGROUND:

By Ordinance No. 06-0954, passed and adopted by City Council in September 2006, the City entered into a contract ("Original Contract") (C#4600006081) with Contractor for implementing and maintaining the City's Storm Water Quality Management Information System (SWQMIS) System.

By Ordinance No. 2007-1448, passed and adopted by City Council in December 2007, the City amended the Original Contract (the "First Amendment") to enable the City's Public Works and Engineering Department (PWE) to have SWQMIS data on laptops and hand held devices for use by City inspectors in accessing and entering data in the field while conducting inspections of various sites in the City.

The City and Contractor now desire to amend the Original Contract to upgrade SWQMIS by adding technical and functional enhancements to the System.

For and in consideration of the mutual promises, covenants, agreements, and benefits contained in this First Amendment, the City and Contractor agree as follows:

I.

Section III, A, "Scope of Services" of the Original Contract is amended by adding a new section to read as follows:

A-2 Scope of Services - Enhancement Modules

(1) In consideration of the payments specified in this Second Amendment, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "A-2." Subsections III A, (2), (3), (4) and (5) of the Original Contract apply to all software modules installed by Contractor on the System as set out in Exhibit "A-2."

II.

The Third Party Software Warranty and Third Party Hardware warranty set out in Section III, J, "Warranties" of the First Amendment apply to the Third Party Software and Third Party Hardware provided to City under this Second Amendment.

III.

A new Section IV, A-2, "Payment Terms for Enhancement Modules" is added to read as follows:

A-2 Payment Terms for Enhancement Modules

Upon Acceptance of each Deliverable by Director as set out in Section IV(E) of the Original Contract, City shall pay Contractor at the hourly rate of \$135 for the actual number of hours provided by Contractor to configure that Deliverable for City. The Director, in his sole discretion, may transfer funds not used for one Deliverable and use it for another Deliverable as needed, until all allocated funds for services set out in Exhibit "A-2" of this Second Amendment are exhausted.

IV.

In the event of a conflict between the Original Agreement, the First Amendment and this Second Amendment, this Second Amendment shall prevail.

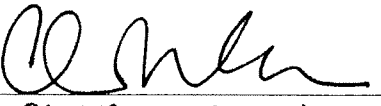
V.

All other terms and conditions of the Original Agreement and the First Amendment except as amended by this Second Amendment shall continue in full force and effect.

E. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

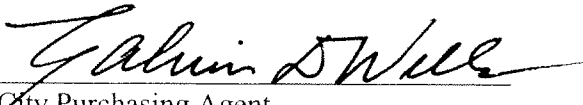
IDEA INTEGRATION, CORP.

By: 
Name: CHRIS MCCONN
Title: BUS. DEV. DIR.

ATTEST/SEAL (if a corporation)
WITNESS (if not a corporation)

By: _____
Name: _____
Title: _____

APPROVED:


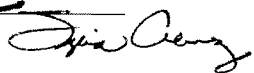

City Purchasing Agent

APPROVED AS TO FORM:



Assistant City Attorney
L.D. No. 0340600067003


CITY OF HOUSTON, TEXAS

Signed by:

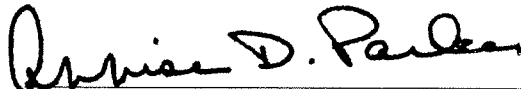
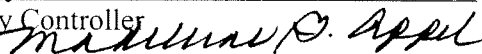
By: 
Mayor 

ATTEST/SEAL:


City Secretary


Director, Public Works and Engineering
Department

COUNTERSIGNED BY:


City Controller


DATE COUNTERSIGNED:

3-4-09

EXHIBIT "A-2"

SCOPE OF SERVICES - ENHANCEMENT MODULES

1. Contractor shall provide the City with a team of qualified, skilled and experienced professionals to upgrade the City's SWQMIS System by implementing the software modules listed below.
2. Contractor warrants that it can provide the software and professional services to implement the enhancements listed in Exhibits "A-2" and "B-2" for the total price of \$247,050.00.
3. Contractor shall upgrade the following System modules/functions:
 - a. ArcGIS module from version 9.2 to 9.3 to:
 - i. provide City with new tools and System functions;
 - ii. help City manage spatial information;
 - iii. perform better planning and analysis;
 - iv. improve the quality of City maps;
 - v. share common operating information; and
 - vi. send and receive real-time information to and from the field.
 - b. by adding Reports, Forms and additional data entry functions, including:
 - i. the editing of a report identified by the Director to enable the City to conform to EPA standards;
 - ii. additional data collection elements to the existing System;
 - iii. enhancements, such as updated continuous build integration for ongoing development;

- iv. database updates;
 - v. data input screen updates;
 - vi. 10 new reports and integration functions identified by Director;
 - vii. 10 new data input forms, including nested forms; and
 - viii. updated System Discharge Monitor Report (DMR).
- c. Virtual Earth Map upgrade using ArcGIS Server 9.3 to:
- i. utilize Microsoft Virtual Earth to update the existing ESRI based map;
 - ii. eliminate any limitations on concurrent user base size;
 - iii. enhance the speed and quality of the Web-mapping experience by increasing user adoption and long-term value; and
 - iv. provide the Virtual Earth Map upgrade by using a maximum of seven sets of layer groups for data tiling; schema set-up and integration; and solution integration.
- d. by ensuring that the System complies with City security requirements, including compliance with City's IT firewall requirements by modifying the System's application, by:
- i. changing application components to use non-standard ports for City's IT security team;
 - ii. Permitting user access through a VPN, <http://stormwaterquality.cityofhouston.net:8080>;
 - iii. changing SQL Server from port 1433 to a port approved by the City's IT Department;
 - iv. Moving sharepoint default port from port 80 to a port approved by the

City's IT Department; and

- v. coordinating with the City's IT Department staff to test one notebook using the new configuration.

Project Staff Responsibilities

4. Contractor shall:

- i. Provide a dedicated Project contact ("Project Manager");
- ii. Ensure that a professional with the right skill-sets is available to implement the professional services identified in Exhibits "A-2" and "B-2;" and
- iii. Provide status updates and reports on a regular basis or as requested by the Director.

City will provide:

- i. A dedicated Project contact ("Project Manager");
- ii. Information to Contractor's technical lead in order to identify and clarify System functional requirements;
- iii. An additional 8Gg RAM for development server;
- iv. An external hard drive for back-ups (recommended device, 1-TB USB External hard drive);
- v. 1-TB USB drive for tile transportation;
- vi. 600-Gb internal disk space for tile storage;
- vii. System requirements and System testing;
- viii. Approve the use of proposed methods, techniques and tools;
- ix. Draft document deliverables as per the Project schedule;
- x. approve final documents (on a schedule agreed to by Director);
- xi. Participate in user acceptance testing; and

- xii. Deliverables upon implementation and testing of modules and System enhancements.

EXHIBIT B-2
COST OF SYSTEM DELIVERABLES

EXHIBIT B-2 Cost of System Deliverables

Deliverables		Task Description		EST Hours
Reports, Forms and Additional Functionality	M1	<i>Preparation, Requirements, Design</i>	• Gather functional and non-functional requirements meetings	120 hrs
			• Generate requirements documentation	
			• Functional and technical design	
	M2	<i>Continuous integration and nightly build scripts for quicker builds</i>	• Build environment enhancement	100 hrs
			• Continuous integration process	
			• Improved build quality	
			• Decreased build time	
	M3	<i>Data input updates</i>	• New data input screens (Maximum of 2 forms each with one edit page and with no sub-forms. No more fields than existing "Health Municipal Solid Waste Site Inspection - New")	20 hrs
			• New database columns	
	M4	<i>EPA Forms</i>	• Detailed changes to various sections of the associated EPA report generated from the Storm Water application (20 hrs
	M5	<i>10 Reports</i>	• 5 day letter	100 hrs
			• NPDES inspect sic new business	
			• Thank you	
			• Glossary of Stormwater	
			• Sample Letters and Goal Mission	
			• Urban Runoff	
			• Inspection Letter	
			• SIC Code Changes	
			• Noncompliant Inspection	
			• SIC New Business	
			• NPDES Non-technical Trans	
			• Site Visit	
			• 130 new data elements	
Virtual Earth Map Upgrade with ArcGIS Server 9.3	M6	<i>Virtual Earth Map Upgrade with ArcGIS Server 9.3</i>	<ul style="list-style-type: none"> • Tiling & data schema <ul style="list-style-type: none"> - Define data requirements - Define and create data tiling scheme - Define ArcGIS Server 9.3 tiling services - Test tiling samples • Construction & integration <ul style="list-style-type: none"> - Integrate Virtual Earth map into solution - Pull from newly built tile layers - Integrate table of contents - Integrate standard GIS tools functionality w/ 9. • Utility to update missing starmap data in production syste • Build & integrate web access application as required per city's infrastructure • Ability to automatically generate updated tiles of City's current GIS data into the production server 	60 hrs
				120 hrs

			<ul style="list-style-type: none"> • Test & Debug <ul style="list-style-type: none"> - Unit testing - System integration testing - User acceptance testing 	140 hrs
			<ul style="list-style-type: none"> • Deploy <ul style="list-style-type: none"> - Push to production servers - Scripts and process 	50 hrs
	M6	Non-Standard Ports Access	<ul style="list-style-type: none"> • Provide non-standard port access • Fully test 	200 hrs
	M7	9.3 Upgrade and Performance Enhancements	<ul style="list-style-type: none"> • Include the ability to use COH Planning's Map Service for Addressing and geocoding • Create Web access front-end 	350 hrs
PM and Documentation	M9	Administrator Training and Updated Documentation for new update and disaster recovery plan	<ul style="list-style-type: none"> • Provide all necessary document and needed software on separate media for handling full recovery of the system. • Including complete administrator documentation and training to manage users, backup and restore data, proper shutdown and reboot procedures, and notebook configuration. 	160 hrs
	M10	Support	<ul style="list-style-type: none"> • Idea will provide support and maintenance through the City's fiscal year 2011 • 3-years of maintenance support at 100 hours/year (or 10 hours per month) • 100 hours included in this SOW supplements 240 hour balance from original Phase 1 contract that exist as of Nov. 5, 2008. 	100 hrs
	M11	Project Management		290 hrs
NOT TO EXCEED TOTAL HOURS				1,830 HRS
Blended hourly rate of \$135 per hour - Not to exceed total Project Cost				\$ 247,050.00